

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign the Consulting Contract with Magellan Research Corporation, providing services to prepare an external review and process analysis of the processes relating to the operations of its El Paso Police Department's Internal Affairs Unit and Public Integrity Unit. Costs of the services shall not exceed \$18,700.

ADOPTED this 21<sup>st</sup> day of September, 2004.

THE CITY OF EL PASO

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Joe Wardy  
Mayor

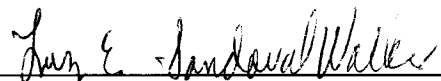
ATTEST:

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Richarda Duffy Momsen  
City Clerk


APPROVED AS TO FORM:

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Luz E. Sandoval Walker  
Assistant City Attorney

APPROVED AS TO CONTENT:

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Richard D. Wiles  
Chief of Police  
El Paso Police Department

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

**CONSULTING CONTRACT**

**THIS CONSULTING CONTRACT** ("Contract") is made effective on the "Effective Date," by and between the **CITY OF EL PASO, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in El Paso County, acting by and through its governing body, the El Paso City Council, and **MAGELLAN RESEARCH CORPORATION** ("Contractor"), doing business in the State of Texas.

**RECITALS**

**WHEREAS**, the CITY is engaged in the activity of detecting and preventing criminal activity, and apprehending criminal offenders through its Police Department as a major component within the criminal justice system of El Paso County, Texas and desires an external review and analysis of the processes relating to the operations of its Internal Affairs Unit and Public Integrity Unit; and

**WHEREAS**, the CITY wishes to maintain and nurture its relationship of trust and goodwill with El Paso's general citizenry and community by investigating incidents involving police officers that may violate internal Police Department policy and/or State of Texas law, and desires an external review and analysis of the processes and protocols currently practiced by the Police Department in investigating these types of officer-involved incidents; and

**WHEREAS**, CONTRACTOR has special knowledge and abilities in the areas of law enforcement within the State of Texas, survey research, operational analysis, public administration, management consulting, and human resources development; and

**WHEREAS**, CITY has formally recognized the special knowledge and abilities of Contractor in the areas of law enforcement within the State of Texas, survey research, operational analysis, public administration, management, consulting, and human resources development by seeking CONTRACTOR'S services previously as an expert witness; and

**WHEREAS**, Contractor is willing to provide such services and to prepare an external review and process analysis with respect to defined issues for the El Paso Police Department.

**FOR THESE REASONS**, and in consideration of the mutual promises set forth in this Contract, the parties agree as follows:

**I. SCOPE OF WORK - PAYMENT**

CONTRACTOR will provide consulting services in accordance with the Scope of Services attached hereto as Exhibit "A."



The CITY will reimburse CONTRACTOR for the cost of services provided in an amount not to exceed \$18,700.00. Compensation will be in accordance with the Professional Fees Terms listed in Exhibit "B."

CONTRACTOR shall be paid for the performance of the Scope of Services defined in Exhibit A in amounts and methods set forth in the Professional Fees Terms defined in Exhibit B funded through the Police Department's portion of federal forfeiture proceeds shared with cooperating federal, state, and local law enforcement agencies under the Comprehensive Crime Control Act of 1984, Public Law 98-473, enacted September 25, 1984. Any increase in total compensation available to CONTRACTOR shall be done by amending this agreement.

CITY, from time to time, may require changes in the Scope of Services of CONTRACTOR to be performed hereunder, provided CONTRACTOR agrees in writing. Changes, including any increase or decrease in the amount of CONTRACTOR's compensation, which are mutually agreed upon by and between the CITY and CONTRACTOR, shall be incorporated in written amendment to this Contract.

CONTRACTOR shall submit statements for services rendered. These statements shall be based on CONTRACTOR's estimate of completion of the total Scope of Services defined in Exhibit A and in accordance with terms specified at Exhibits A and B. Statements shall be submitted by CITY accompanied by a progress report as described in ARTICLE V. CITY shall pay invoices within thirty (30) days of receipt.

## II. DURATION OF AGREEMENT

This Agreement commences as of the date hereof and terminating upon successful completion of work and submission to the CITY of a final report of the City of El Paso, El Paso Police Department but not later than four months from commencement of the agreement.

CONTRACTOR may request, in writing, an extension of time of completion beyond the time of performance and CITY shall promptly place the request on the agenda for the next meeting of the CITY and following this meeting, the CITY will advise CONTRACTOR of its decision.

## III. REPRESENTATIONS OF THE CONTRACTOR

The CONTRACTOR represents, warrants and agrees as follows:

A. It will comply with all applicable federal, state and local governmental laws, rules, regulations and all provisions of the City of El Paso Charter and the Municipal Code, now existing or as may be amended, in the performance of its duties under this Agreement.

B. It agrees to commence work within seven (7) calendar days after receipt of a written Notice to Proceed from CITY, based on execution of this contract. It will undertake, perform, and complete in an expedient, satisfactory, and proper manner all of the professional services

required by CITY for the project as described in the Scope of Services defined in Exhibit A and the Professional Fees Terms detailed in Exhibit B.

C. It represents that it has, or shall secure, and agrees to furnish personnel with the professional classifications, skills, and expertise required to perform the Scope of Services defined in Exhibit A.

D. It designates Robert W. Taylor as Principal-in-Charge and Project Manager for this work.

The CONTRACTOR is an independent contractor and responsible for its respective acts or omission, and the CITY shall in no way be responsible as an employer to CONTRACTOR'S employees, agents or subcontractors who perform service in connection with this contract.

Neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

#### IV. CONFIDENTIAL WORK

CONTRACTOR recognizes that all materials to be prepared hereunder and all data received by the Contractor shall be kept in strictest confidence. The Contractor shall not divulge such confidential information.

The CONTRACTOR shall establish a method to secure the confidentiality of records or information that the CONTRACTOR may have access to in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the CITY's or its authorized representatives' right of access to records or other information under this Contract.

If the CONTRACTOR receives inquiries regarding documents within its possession pursuant to this Contract, the CONTRACTOR shall immediately forward such request to the City Attorney's office for disposition.

#### V. INSPECTIONS AND PROGRESS REPORTS

The CITY shall have the right to perform, or cause to be performed, (1) inspections and reviews of the work activities of CONTRACTOR related to the performance in creation of the External Review and Analysis Report, and (2) inspections of all places where work is undertaken in connection with this Contract. The CITY shall have the right to review and coordinate the data, analyses, findings, and recommendations prepared during the performance of this work.

CONTRACTOR shall submit monthly progress reports to the CITY. These reports shall outline work accomplished during the previous month or since the last progress report. These reports shall include, but shall not be limited to, the percentage of completion of the overall work product, special problems or delays encountered or anticipated, changes in the estimated cost or the anticipated work activities for the next work period, and a brief description of work

accomplished, methodologies used, and conclusions reached, if any. Progress reports shall be prepared according to a format approved by the City.

Each final work product prepared by CONTRACTOR shall include a disclaimer on the title page similar to the following: *The contents of this report reflect the views of Magellan Research Corporation, which is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the El Paso Police Department. This report does not constitute a standard, specification or regulation.*

CONTRACTOR further agrees that the CITY shall have, until the expiration of three (3) years after final payment of the Contract, access to and right to examine any directly pertinent books, documents, papers, and records concerning this project.

## VI. OWNERSHIP

The External Review and Analysis Report, as well as any maps, reports, research, graphic presentation materials or any other work product, generated by CONTRACTOR as a result of its activity under this Contract shall remain at all times the property of the CITY. Upon completion of this Contract, or in the event of termination or cancellation thereof, all such data and material shall be furnished to CITY upon request. The data stored in the computer database shall also remain the property of the CITY.

## VII. INSURANCE REQUIREMENTS

With no intent to limit CONTRACTOR's liability or the indemnification provisions set forth below, the CONTRACTOR shall provide and maintain certain insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. Such insurance is described as follows:

A. Risks and Limits of Liability. The insurance, at a minimum, must include the following coverage and limits of liability:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Worker's Compensation and Employer's Liability	Statutory for Workers' Compensation Bodily Injury by Accident \$500,000 (each accident) Bodily Injury by Disease \$500,000(policy limit) Bodily Injury by Disease \$500,000 (each employee)
Comprehensive General: Including Broad Form Coverage, Contractual Liability Bodily and Personal Injury	Bodily Injury and Property Damage, combined limits of \$1,000,000 each occurrence and \$2,000,000 aggregate

Automobile Liability Insurance (for automobiles used by the Contractor in the course of its performance under this Contract, including Employer's Non-Ownership and Hired Auto Coverage)	\$500,000 combined single limit per occurrence
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Form of Policies. The insurance may be in one or more policies of insurance, the form of which must be approved by the City's Purchasing Director.

Issuers of Policies. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Purchasing Director in his or her sole discretion as to conformance with these requirements.

Insured Parties. The Comprehensive General Liability must name the City (and its elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Contract.

Deductibles. A policy may contain deductible amounts only if the Purchasing Director approves the amount and scope of the deductible. Contractor shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the City, its officers, agents or employees.

Cancellation. Each policy must expressly state that it may not be canceled or non-renewed unless thirty (30) days advance notice of cancellation or intent not to renew is given in writing to the Purchasing Director by the insurance company. Contractor shall give written notice to the Purchasing Director within five (5) days of the date upon which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Contract.

Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its elected and appointed officials, officers, agents or employees.

Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

Liability for Premium. If any of the policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate of waiver sufficient to establish that the issuer is entitled to look only to Contractor for any further premium payment and has no right to recover any premiums from the City.

Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an Additional Insured and meeting all of the above requirements.

Delivery of Policies. The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by Contractor with the Purchasing Director prior to beginning work under this Contract, and thereafter before the beginning of each year of the Term of this Contract. Notwithstanding the termination notice provisions in this Contract, the failure of Contractor to provide the Purchasing Director with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the Term of this Contract, shall constitute a default on the part of Contractor entitling the City, upon three (3) days written notice to Contractor to terminate this Contract. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Term. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Contractor, throughout the Term of this Contract, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Contractor to comply with this requirement shall constitute a default of Contractor allowing the City, at its option, to terminate this Agreement.

#### VIII. CANCELLATION BY CITY

The CITY shall have the right to cancel for default all or any part of the undelivered portion of this order if the CONTRACTOR breaches any of the terms hereof including warranties of the CONTRACTOR or if the CONTRACTOR becomes insolvent or commits acts of bankruptcy and fails to cure or commence to diligently prosecute to cure any such breach within ten (10) days of receipt of written notice by CITY alleging such breach. Such right of cancellation is in addition to and not in lieu of any other remedies which the CITY may have in law or equity.

#### IX. INDEMNIFICATION

CONTRACTOR or its insurer shall indemnify, hold harmless, and defend the CITY, its elected officials, agents, employees, officers, directors and representatives of the CITY, individually or collective, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death of property damage, made upon the CITY directly arising out of, resulting from or related to the CONTRACTOR's negligence or misconduct in performing activities under this Contract for Third Party Claims Administration and Medical Cost Containment, including any misconduct or negligent act or omission by Contractor, its agents, employees or subcontractors while in the exercise of performance of the rights or duties under this Contract, all, without however, waiving and governmental immunity available to the City under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the CITY as required by the City Charter or any law, the City will promptly forward to CONTRACTOR every demand, notice, summons or other process received by the CITY in any claim or legal proceeding contemplated herein. In addition, CONTRACTOR shall promptly advise the CITY in writing of any claim or demand against the



CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this Contract. CONTRACTOR will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the CONTRACTOR may deem expedient; and 3) defend or cause to be defended on behalf of the CITY all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. CONTRACTOR will pay all judgments finally establishing liability of the CITY in actions defended by CONTRACTOR pursuant to this section along with all attorneys' fees and costs incurred by the CITY including interest accruing to the date of payment by CONTRACTOR, and premiums on any appeal bonds. The CITY, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest without relieving CONTRACTOR of any of its obligations under this paragraph.

**The CITY will not be responsible for any loss of or damage to the CONTRACTOR's property from any cause.**

#### X. SUBCONTRACTOR'S INDEMNITY

CONTRACTOR shall require all of its subcontractors to include in their subcontracts indemnity in favor of the CITY in substantially the same form as above.

#### XI. TERMINATION OF CONTRACT

A. This Contract may be terminated, in whole or in part, under any one of the following circumstances:

1. **TERMINATION FOR CONVENIENCE:** The Contract may be canceled by the CITY upon written notice, provided such notice specifies an effective date for cancellation of not less than ten (10) calendar days from the date such notice is received. The then-current draft External Review and Analysis Report is the property of the CITY and at the City's request will be delivered at no cost to the CITY or its designated recipient at the effective date of cancellation with the CITY making all payments due through such date of termination. Such right of termination is in addition to and not in lieu of rights of the CITY set forth in {Clause 8}, herein. In the event of termination by the CITY, the CONTRACTOR shall not be entitled to lost or anticipated profits, but shall receive all payments due through date of termination.

2. Mutual agreement and consent of the parties.

3. End of term of contract, unless extended pursuant to provisions of the Contract.

4. **TERMINATION FOR CAUSE:** Either party may terminate its performance under this Contract in the event of default by the other party and a failure by that party to cure such default after receiving notice thereof, all as provided in this Section. Default shall occur if a party fails to observe or perform any of its duties under this Contract. Should such a default occur, the injured party may deliver a written notice to the defaulting party describing such default and the proposed date of termination. Such proposed date of termination may not be sooner than the 10<sup>th</sup> day following receipt of the notice. The injured party, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of





termination, the defaulting party cures or diligently and continuously prosecutes to cure such default, then the proposed termination shall be ineffective. If the defaulting party fails to cure or diligently and continuously prosecutes to cure such default prior to the proposed date of termination, then the injured party may terminate its performance under this Contract as of such date.

B. FORCE MAJEURE: By reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty. If a party is unable to comply with the provisions of this Contract by reason of Force Majeure for a period beyond 30 days after the event or cause relied upon, then upon written notice after the thirty (30) days, the City reserves the right to cancel this Contract without any further liability.

C. EFFECTS OF TERMINATION: All duties and obligations of the CITY and the CONTRACTOR shall cease upon termination or expiration of this Contract, except that all provisions of this Contract that expressly or impliedly contemplate or require payment or performance after the expiration or termination of this Contract shall survive such expiration or termination. Any unpaid obligation due and owing, by either party, as of the date of termination, shall continue to be due and payable.

## XII. RIGHT TO ASSURANCE

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform it may demand that the other party give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

## XIII. ASSIGNMENT

Neither party may assign its rights or obligations under this Contract without the prior written consent of the other party hereto. Any attempted assignment or delegation by either party shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

#### XIV. SUBCONTRACTORS

The CONTRACTOR may subcontract with other firms with complementary disciplines to provide services required to be performed under this Contract. Any work or services approved for subcontracting hereunder, however, shall be contracted only by written contract and agreement and, unless specific waiver is granted in writing by the CITY, shall be subject by its terms to each and every provision of this Contract. Compliance by subcontracts with this Contract shall be CONTRACTOR's responsibility. Despite CITY approval of a subcontract or subcontractor, the City shall in no event be obligated to any third party, including any subcontract of CONTRACTOR, for performance of work or services, nor shall City funds ever be used for payment of work or services performed prior to the date of Contract execution or extending beyond the expiration date of this Contract.

#### XV. SURVIVAL

Each party shall remain obligated to the other under all clauses of this Contract that expressly or by their nature extend beyond the expiration or termination of this Contract, including but not limited to the Indemnification provisions hereof.

#### XVI. AMENDMENT & WAIVER

This Contract may be amended by the parties at any time, by mutual consent of the parties. Unless otherwise provided herein, this Contract may be amended only by written instrument duly executed on behalf of the CITY (by authority by the City Council) and CONTRACTOR. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

#### XVII. ENTIRE CONTRACT

This Contract, together with the Exhibits attached hereto, constitutes the entire agreement between the parties hereto relating to the Agreement. There exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Contract shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Contract.

#### XVIII. APPLICABLE LAW & VENUE

This Contract shall be governed by the laws of the State of Texas along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso. Both parties agree that venue for any litigation arising from this Contract shall lie in El Paso, El Paso County, Texas.



## **XIX. ADVERTISING BY CONTRACTOR**

The CONTRACTOR shall not advertise without the CITY's prior consent, the fact that the CITY has entered into this contract, or as an accurate description to third parties of the work and consulting activities of Contractor.

## **XX. LEGAL CONSTRUCTION**

Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement require, the singular shall include the plural and the masculine gender shall include feminine.

## **XXI. NOTICES**

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address prescribed in the preamble of this Contract or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

<b>CITY</b>	<b>CONTRACTOR</b>
Joe Wardy, Mayor City of El Paso 2 Civic Center Plaza – 10th floor El Paso, Texas 79901-1196	Magellan Research Corporation 211 Paradise Cove Shady Shores, TX 76208

Each person signing below represents that he or she has read this Contract in its entirety (including any and all Exhibits); understands its terms; is duly authorized to execute this Contract on behalf of the party indicated below by his or her name; and agrees on behalf of such party that such party will be bound by those terms.

Executed this 21<sup>st</sup> day of September, 2004 ("Effective Date").

**ATTEST:**

**CITY OF EL PASO**

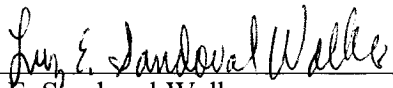
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Richarda Duffy Momsen  
City Clerk

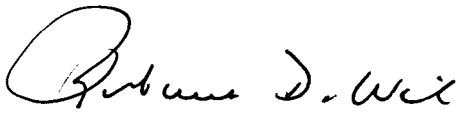
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Joe Wardy  
Mayor

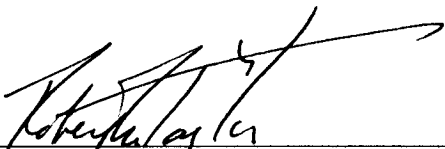
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Luz E. Sandoval Walker  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Richard Wiles  
Chief of Police

MAGELLAN RESEARCH CORPORATION

By:   
\_\_\_\_\_  
Robert W. Taylor  
President

**POLICE DEPARTMENT INTERNAL AFFAIRS AND PUBLIC INTEGRITY UNIT  
EXTERNAL REVIEW AND PROCESS ANALYSIS  
PROFESSIONAL SERVICES**

**SCOPE OF SERVICES**

The scope of work for Police Department Internal Affairs and Public Integrity Unit External Review and Process Analysis is divided into three components; Process Analysis, Community Review, and Recommendations. Tasks under the three components are defined below:

**PROCESS ANALYSIS:**

An examination of formal and informal processes in the Police Department's Internal Affairs Unit and Public Integrity Unit, as well as an analysis of the linkages with other actors in the El Paso County criminal justice community, will be conducted. A review of standard operating procedures and case flow will be conducted. This part of the review will highlight efficiencies and effectiveness of current practices based primarily on an interview methodology involving supervisory, managerial and coordinating personnel; focus groups with current and former Internal Affairs and Public Integrity personnel and support personnel; and interviews with external clients or complainants to these two units. A detailed review and evaluation of the standard operating procedures existing with the Police Department regarding these units will be presented. Deliverables for this part of the study will include a written report detailing a comprehensive analysis of formal and informal processes; an analysis of the existing relationships with internal and external criminal justice entities in El Paso County; and an analysis of the standard operating procedures for efficiencies and effectiveness through self assessment.

**COMMUNITY REVIEW:**

An analysis of the perceptions of the citizenry of the City of El Paso regarding the honesty, integrity and quality of service provided by the Police Department's Internal Affairs and Public Integrity Units. The fundamental reason for conducting this phase is the recognition that the Police Department is part of a larger system designed to deal with quality of life in the City of El Paso. Demands and expectations exist from customers external to the Police Department including the community, the business enterprise, and other governmental agencies. The Police Department is organized to provide for the demands of these customers as well as customers that are internal to the Department. These observations are important because they assess the community's perceptions regarding the Police Department and reinforces the concept that the Department does not operate in a vacuum. The nature of the interactions between the Police Department's Internal Affairs and Public Integrity Units and their customers are a crucial part of the overall evaluation process. To this end, five distinct and separate community focus groups will be conducted representing community members living within each of the five regional commands: Central, East, West, Northeast, and Lower Valley.

**RECOMMENDATIONS:**

The final task to be accomplished is a detailed list of recommendations for improvement. The report outlining recommendations will highlight those areas of strength currently existing within the Internal Affairs and Public Integrity Units of the Police Department. Additionally, the recommendations will essentially provide a “roadmap” for plotting out a course in the future for the Department, focusing on human resource needs and improved organizational development and communication. The recommendations provided will be based not only on the data and information collected in this study, but also include input from an external comparison with other similar cities in the nation. These recommendations will reflect the current “state-of-the-art” in procedures and protocol reflected in Internal Affairs and Public Integrity Units throughout the United States.

**POLICE DEPARTMENT INTERNAL AFFAIRS AND PUBLIC INTEGRITY UNIT  
EXTERNAL REVIEW AND PROCESS ANALYSIS  
PROFESSIONAL SERVICES**

**PROFESSIONAL FEES TERMS**

CITY shall pay CONTRACTOR on a firm, fixed-price basis in the amount of Seventeen Thousand and Five Hundred Dollars **(\$18,700.00)** for work directly related to this project.

Payment of this amount will be provided in four equal amounts of Four Thousand Six Hundred and Seventy-Five Dollars **(\$4,675.00)** after receiving each Monthly Report (October 2004, November 2004, December 2004, and January 2005 due 15 calendar days after the end of the reported month). The fourth and final payment will not be made until the final Monthly Report AND all products identified in Exhibit A, Scope of Services, have been received and accepted by CITY.

Payments will be billed with submittal of each Monthly Report. Payment will be expected within 30 days of billing.

Payments are to be sent to:       Magellan Research Corporation  
                                                  211 Paradise Cove  
                                                  Shady Shores, TX 76208

Additional time and charges extending beyond the time period of this agreement will require separate negotiations. CONTRACTOR will keep an accurate log of time worked on this project, which will be submitted upon request.